

1 ROBERT S. ARNS
2 (65071) (rsa@arnslaw.com)
3 JONATHAN E. DAVIS
4 (191346) (jed@arnslaw.com)
5 STEVEN R. WEINMANN
6 (190956) (srw@arnslaw.com)
THE ARNS LAW FIRM
515 Folsom Street, 3rd Floor
San Francisco, CA 94105
Tel: (415) 495-7800
Fax: (415) 495-7888

7 || Attorneys for Plaintiffs

MICHAEL G. RHODES (116127)
(rhodesmg@cooley.com)
MATTHEW D. BROWN (196972)
(brownmd@cooley.com)
JEFFREY M. GUTKIN (216083)
(gutkinjm@cooley.com)
COOLEY LLP
101 California Street, 5th Floor
San Francisco, CA 94111-5800
Telephone: (415) 693-2000
Facsimile: (415) 693-2222

Attorneys for Defendant FACEBOOK, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

ANGEL FRALEY; PAUL WANG; SUSAN MAINZER; JAMES H. DUVAL, a minor, by and through JAMES DUVAL, as Guardian ad Litem; and WILLIAM TAIT, a minor, by and through RUSSELL TAIT, as Guardian ad Litem; individually and on behalf of all others similarly situated,

Plaintiffs,

V.

FACEBOOK, INC., a corporation; and
DOES 1-100,

Defendant.

Case No. CV-11-01726 RS

**STIPULATION AND [PROPOSED] ORDER
TO DISTRIBUTE DECLINED CY PRES
FUNDS TO OTHER CY PRES RECIPIENTS
*PRO RATA***

Judge: Hon. Richard Seeborg

1 Pursuant to Civil Local Rule 6-2, this Stipulation is entered into by and between Plaintiffs
 2 and Defendant Facebook, Inc. (“Facebook” and collectively with Plaintiffs, the “Parties”) by and
 3 through their respective counsel:

4 WHEREAS, on August 26, 2013, the Court granted Plaintiffs’ Motion for Final Approval
 5 of Settlement Agreement (Dkt. 359) (“Final Approval Order”), granting final approval to the
 6 settlement of this action on the terms set forth in the Amended Settlement Agreement and Release
 7 (Dkt. 235-1) (“Settlement Agreement”);

8 WHEREAS, on September 19, 2013, the Court entered Final Judgment in this action (Dkt.
 9 368) (“Final Judgment”);

10 WHEREAS, all appeals of the Court’s Final Approval Order and/or Final Judgment have
 11 now been resolved;

12 WHEREAS, Section 2.4(a) of the Settlement Agreement provides that any portion of the
 13 Net Settlement Fund to be allocated to *Cy Pres* Recipients (as such terms are defined in the
 14 Settlement Agreement) shall be allocated according to the following percentages:

Recipient	Allocated Percentage
Center for Democracy and Technology	10%
Electronic Frontier Foundation	10%
MacArthur Foundation	10%
Joan Ganz Cooney Center	10%
Berkman Center for Internet and Society (Harvard Law School)	6%
Information Law Institute (NYU Law School)	6%
Berkeley Center for Law and Technology (Berkeley Law School)	6%
Center for Internet and Society (Stanford Law School)	6%
High Tech Law Institute (Santa Clara University School of Law)	6%
Campaign for Commercial-Free Childhood	6%
Consumers Federation of America	6%
Consumer Privacy Rights Fund	6%
ConnectSafely.org	6%
WiredSafety.org	6%
	100%

26 WHEREAS, the MacArthur Foundation and Campaign for Commercial-Free Childhood
 27 have stated that they will refuse any distribution of funds from the Net Settlement Fund (Decl. of
 28 Matthew D. Brown, filed herewith, ¶¶ 2-3);

1 WHEREAS, the Settlement Administrator (the Garden City Group, Inc.) is currently
 2 administering the payments required by the Settlement Agreement in accordance with the terms
 3 of the Settlement Agreement and is to make payments to the *Cy Pres* Recipients between March
 4 17, 2017 and April 1, 2017;

5 WHEREAS, the Parties agree that the funds allocated to the MacArthur Foundation and
 6 Campaign for Commercial Free Childhood should thus be allocated *pro rata* to the other *Cy Pres*
 7 Recipients; and

8 WHEREAS, the Final Judgment directs the Parties to perform the Settlement Agreement
 9 in accordance with, *inter alia*, its terms, the Final Approval Order, and any “other subsequent
 10 order of the Court” and provides that the Court “retains continuing jurisdiction over the
 11 implementation, administration, and enforcement of th[e] Final Judgment, the Settlement
 12 Agreement, and all matters ancillary thereto” (Final Judgment ¶¶ 13-14);

13 NOW, THEREFORE, the Parties hereby stipulate and agree as follows:

14 1. Section 2.4(a) of the Settlement Agreement is revised to allocate the shares
 15 accorded to the MacArthur Foundation and Campaign for Commercial-Free Childhood *pro rata*
 16 to the other *Cy Pres* Recipients (as such term is defined in the Settlement Agreement), resulting in
 17 the following allocation among the *Cy Pres* Recipients:

Recipient	Reallocated Percentage ¹
Center for Democracy and Technology	11.9048%
Electronic Frontier Foundation	11.9048%
MacArthur Foundation	0%
Joan Ganz Cooney Center	11.9048%
Berkman Center for Internet and Society (Harvard Law School)	7.1429%
Information Law Institute (NYU Law School)	7.1429%
Berkeley Center for Law and Technology (Berkeley Law School)	7.1429%
Center for Internet and Society (Stanford Law School)	7.1429%
High Tech Law Institute (Santa Clara University School of Law)	7.1429%
Campaign for Commercial-Free Childhood	0%
Consumers Federation of America	7.1429%
Consumer Privacy Rights Fund	7.1429%
ConnectSafely.org	7.1429%

28 ¹ These numbers have been rounded to 4 decimals for inclusion in this table.

1	WiredSafety.org	7.1429%
2		100.00%

3 **IT IS SO STIPULATED.**

4
5 Dated: February 15, 2017

COOLEY LLP

6
7 */s/ Matthew D. Brown*
Matthew D. Brown

8 Attorneys for Defendant FACEBOOK, INC.
9

10 Dated: February 15, 2017

THE ARNS LAW FIRM

11
12 */s/ Robert S. Arns*
Robert S. Arns

13 Attorneys for Plaintiffs
14

15 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

16
17 Dated: February 16, 2017



18
Hon. Richard Seeborg